



RECORDATION NO. 6042-C Filed 1425

RECORDATION NO. 6041-F Filed 1425

JAN 6 1986 :3 25 PM

JAN 6 1986 :3 25 PM

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

January 6, 1986

RECORDATION NO. 6042-D Filed 1425

JAN 6 1986 :3 25 PM  
INTERSTATE COMMERCE COMMISSION

No. 1 JAN 6 1986  
Date .....  
Fee \$ ...10.00.....

Washington, D. C.

Secretary  
Interstate Commerce Commission  
12th & Constitution Avenue  
Washington, DC 20423

6-006A114

JAN 6 1986 :3 25 PM

INTERSTATE COMMERCE COMMISSION

Dear Secretary:

I have enclosed an original and one copy of the documents listed on the attachment that are to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

As indicated, these documents are amendment agreements to an equipment lease and a conditional sale agreement to terminate said lease and to prepay conditional sale debt.

We request that the agreements be cross-indexed.

The names and addresses of the parties to each document as well as recordation numbers under which the primary document is recorded are shown on the attachment.

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to my attention.

Very truly yours,

Richard I. Klein  
Assistant Treasurer

RIK/ch  
Enclosures

~~484 7540~~  
383 3000

ATTACHMENT

<u>DOCUMENT</u>	<u>TYPE OF EQUIPMENT</u>	<u>RECORDATION NUMBER OF DOCUMENTS</u>	<u>NAME AND ADDRESS OF PARTIES</u>
Amendment Agree- ment dated as of 12/15/85	49 self-propelled Multiple unit electric Metroliner cars	6041, 6041-A, and 6042	Assignee: The Fidelity Bank Broad & Walnut Streets Philadelphia, PA 19109
Agreement dated as of 12/30/85	" "	" "	Railroad/Lessee: National Railroad Passenger Corporation Attn: R. I. Klein-Asst. Treasurer 400 North Capitol Street, NW Washington, DC 20001  Lessor: New England Merchants Leasing Corporation B-10 50 Milk Street P.O. Box 2332 Boston, MA 02107

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

1/13/86

**OFFICE OF THE SECRETARY**

Richard I. Klein  
Assistant Treasurer  
Natl. RR. Passanger Dorp  
400 N.C. Street. N.W.  
Washington, D.C. 20423

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/6/86 at 3:25pm, and assigned re-  
recording number(s). 6041-F, 6041-G, 6042-C & 6042-D

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

RECORDATION NO. 6041-C Filed & Recorded

APR 2 - 1970 - 11 55 AM

INTERSTATE COMMERCE COMMISSION

AGREEMENT OF AMENDMENT dated as of  
December 15, 1969, among LEASE FINANCING  
CORPORATION ("LFC"), NEW ENGLAND MERCHANTS  
FINANCIAL CORPORATION ("New England  
Merchants"), PENN CENTRAL TRANSPORTATION  
COMPANY ("Penn Central") and THE FIDELITY  
BANK, as Agent (the "Bank").

WHEREAS the Bank, Penn Central (then known as  
Penn Central Company) and certain investors have entered  
into a Finance Agreement dated as of October 15, 1968 (the  
"Finance Agreement"), which provides, in Section 4 thereof,  
for a Cut-Off Date (as defined therein) of December 15, 1969;

WHEREAS LFC, New England Merchants and Penn Central  
(then known as Penn Central Company) have entered into a  
Conditional Sale Agreement dated as of October 15, 1968,  
as amended by an Agreement dated as of May 15, 1969 (the  
"Conditional Sale Agreement"), which provides, in Article 2  
thereof, that any Equipment (as defined therein) not delivered  
to New England Merchants on or before December 15, 1969, shall  
be excluded therefrom, unless such date is extended by New  
England Merchants, LFC and Penn Central by appropriate  
written agreement;

WHEREAS New England Merchants and Penn Central  
(then known as Penn Central Company) have entered into a

Lease of Railroad Equipment dated as of October 15, 1968, as amended by an Agreement dated as of May 15, 1969 (the "Lease"), which provides, in § 2 thereof, for per diem rentals on Units (as defined therein) from the later of June 15, 1969, and the date such Unit is accepted under the Lease to and including December 15, 1969;

WHEREAS the parties to the Finance Agreement desire to extend the Cut-Off Date to June 30, 1970, the parties to the Conditional Sale Agreement desire to extend the date for exclusion therefrom of Equipment to June 30, 1970 (LFC and the Bank, being the parties to an Agreement and Assignment dated as of October 15, 1968, relating to the Conditional Sale Agreement, consenting), and the parties to the Lease desire to provide for per diem rental in respect of such Units as shall be accepted thereunder subsequent to December 15, 1969, and on or prior to June 30, 1970; and

WHEREAS all the parties named in Schedule A to the Finance Agreement have consented in writing to the Bank to an extension, as aforesaid, of the Cut-Off Date;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. The date "December 15, 1969" shall be deleted from the second line of the third paragraph of Section 4 of

the Finance Agreement and the date "June 30, 1970" substituted therefor.

2. The date "December 15, 1969" shall be deleted from (1) the second line of the second paragraph of Article 2, (ii) the thirty-first and thirty-second lines of the first paragraph of Article 3 and (iii) the second line of the second paragraph of Article 3 of the Conditional Sale Agreement and the date "June 30, 1970" substituted therefor.

3. The date "December 15, 1969" shall be deleted from the sixth line of the third Whereas clause of the Lease and the date "June 30, 1970" substituted therefor.

4. There shall be inserted immediately prior to the word "next" in the sixteenth line of § 2 of the Lease the following phrase:

"first of the next eight semiannual payments shall be in an amount equal to (i) .01708% of the Purchase Price of each Unit which becomes subject to this Lease subsequent to December 15, 1969, but on or prior to June 30, 1970, for each day elapsed from the date it so became subject to June 30, 1970, plus (ii) 3.0744% of the Purchase Price of each Unit subject to this Lease on December 15, 1969, and the remaining seven of the"

5. There shall be inserted immediately prior to the comma in the twenty-third line of the first paragraph of § 2 of the Lease the following phrase:

"or the third six months' rental payment period"

6. There shall be inserted immediately after the

date "December 15, 1969," in the twenty-fourth and twenty-eighth lines of the first paragraph of § 2 of the Lease the following phrase:

"or June 30, 1970,"

6. Penn Central shall cause this Agreement of Amendment to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

7. Except as amended hereby, the Finance Agreement, the Conditional Sale Agreement and the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Amendment to be duly executed as of the date first above written.

[Corporate Seal]

ATTEST:

*Dolly Sowers*  
Assistant Secretary

LEASE FINANCING CORPORATION,

by

*D. Charles M. White*  
Chairman

[Corporate Seal]

ATTEST:

*Richard L. Henlon*  
Assistant Clerk

NEW ENGLAND MERCHANTS  
FINANCIAL CORPORATION,

by

*Robert J. Schoen*  
Vice President  
TREASURER

PENN CENTRAL TRANSPORTATION COMPANY,

by

*J. E. Lamm*  
Assistant Vice  
President-Corporate

[Corporate Seal]

ATTEST:

*M. L. Lamm*  
Assistant Secretary

THE FIDELITY BANK, as Agent,

by

*J. E. Lamm*  
Assistant Vice President

[Corporate Seal]

ATTEST:

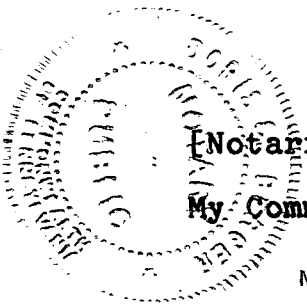
*J. E. Lamm*  
Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA, )  
COUNTY OF PHILADELPHIA, ) ss.:

On this *20th* day of February 1970, before me personally appeared D. Charles Merriwether, to me personally known, who, being by me duly sworn, says that he is Chairman of LEASE FINANCING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Alvin C. Berger*  
\_\_\_\_\_  
Notary Public



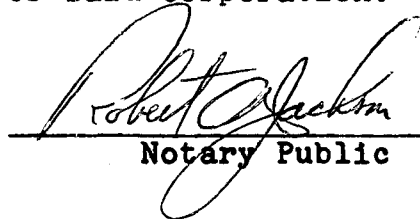
[Notarial Seal]

My Commission expires

Notary Public, Wynnewood Twp., Montg. Co.  
My Commission Expires May 25, 1970

COMMONWEALTH OF MASSACHUSETTS,) ss.:  
COUNTY OF SUFFOLK, )

On this 23<sup>rd</sup> day of <sup>MARCH</sup> ~~February~~ 1970, before me personally appeared <sup>Robert T. Schoen</sup> ~~John K. Beeten~~, to me personally known, who, being by me duly sworn, says that he is a ~~Vice~~ <sup>Treasurer</sup> ~~President~~ of NEW ENGLAND MERCHANTS FINANCIAL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

[Notarial Seal]

My Commission expires 7/76

COMMONWEALTH OF PENNSYLVANIA, )  
 ) ss.:  
COUNTY OF PHILADELPHIA, )

On this 18<sup>th</sup> day of February 1970, before me  
J. E. DERMOND  
personally appeared ~~R. W. Leder~~, to me personally known, who,  
being by me duly sworn, says that he is the Assistant Vice  
President--Corporate of PENN CENTRAL TRANSPORTATION COMPANY,  
that one of the seals affixed to the foregoing instruments  
is the corporate seal of the said corporation, that said  
instrument was signed and sealed on behalf of said corporation  
by authority of its Board of Directors, and he acknowledged that  
the execution of the foregoing instrument was the free act and  
deed of said corporation.

[Notarial Seal]

My Commission expires

William J. O'Neill  
Notary Public  
WILLIAM J. O'NEILL  
Notary Public, Philadelphia, Philadelphia Co.  
My Commission Expires June 26, 1972

COMMONWEALTH OF PENNSYLVANIA,) ss.:  
COUNTY OF PHILADELPHIA, )

On this <sup>MARCH</sup> 25<sup>th</sup> day of February 1970, before me personally appeared <sup>GUY J. FLOSA</sup> J. F. McDonald, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of THE FIDELITY BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My Commission expires

  
Notary Public

Notary Public, Philadelphia, Philadelphia Co.  
My Commission Expires February 21, 1972